

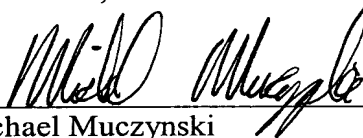


IN THE UNITED STATES PATENT
AND TRADEMARK OFFICE

Serial No. : 10/722,637)
Confirmation : 7316)
Applicants : Verrall et al.)
Filed : November 26, 2003)
Title: STARCH-LOADED POLYVINYL)
ALCOHOL COPOLYMER FILM FOR)
PACKAGING NON-LIQUID PRODUCT)
AND METHOD FOR MAKING THE)
SAME)
Art Unit : 1772)
Examiner : Sandra M. Nolan-)
Rayford)
Atty Docket : 30658/064A)
Customer No. : 04743)

Date of Deposit:
May 3, 2005

I hereby certify that this paper and the documents referred to therein are being deposited with the United States Postal Service with sufficient postage, as first class mail, in an envelope addressed to:
Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450


Michael Muczynski

TERMINAL DISCLAIMER

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

MonoSol, LLC (hereinafter "Assignee"), 1701 County Line Road, Portage, Indiana 46368, is the assignee of the entire right, title, and interest in the above-identified patent application, as shown by the assignment submitted herewith, and is the assignee of the entire right, title, and interest in U.S. Patent No. 6,821,590, issued November 23, 2004, as shown by the assignment recorded on April 21, 2004, at Reel 013973, Frame 0788.

Assignee hereby disclaims, except as provided below, the terminal portion of the statutory term of any patent granted on this application extending beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,821,590, and hereby agrees that any patent so granted on this application shall be enforceable only for and during such

period that said patents are commonly owned, this agreement to run with any patent granted on this application and to be binding upon assignee and its successors or assigns.

Assignee does not disclaim any terminal portion of any patent granted on this application prior to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and 173 of U.S. Patent No. 6,821,590; as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,821,590 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part or is terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

The documents establishing the assignee's chain of title have been reviewed by the undersigned and the undersigned certifies that, to the best of his knowledge and belief, title is in the assignee.

Enclosed is a check in the amount of \$130 to cover the terminal disclaimer fee.

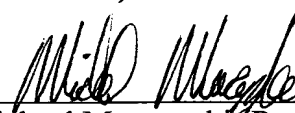
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MARSHALL, GERSTEIN & BORUN LLP

May 3, 2005

By


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Joint Inventors

Attorney Docket No. 30658/064A

ASSIGNMENT

Serial No: 10/722,637

Filed: November 26, 2003

Title: STARCH-LOADED POLYVINYL ALCOHOL COPOLYMER FILM FOR PACKAGING
NON-LIQUID PRODUCT AND METHOD FOR MAKING THE SAME

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to, MonoSol, LLC, 1701 County Line Road, Portage, IN 46368 (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in the above-identified application for Letters Patent of the United States, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this 13th day of APRIL, 2005

Andrew P. Verrall

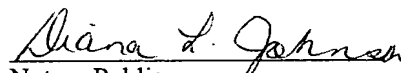


P. Scott Bening

State of Indiana }
County of Porter } SS

On this 13th day of April, 2005, before me, a Notary Public in and for the County and State aforesaid, appeared Andrew P. Verrall and P. Scott Bening, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 4-15-08
Notary Public

WITNESS my hand this 12 day of April, 2005

Karen A. Kugler
Karen A. Kugler

State of Indiana }
County of Porter } SS

On this 12th day of April, 2005, before me, a Notary Public in and for the County and State aforesaid, appeared Karen A. Kugler, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that she executed said instrument as her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 8-21-2010

Stacy Berndt
Notary Public

STACY BERNDT
NOTARY PUBLIC - PORTER COUNTY
STATE OF INDIANA
MY COMMISSION EXPIRES AUG. 21, 2010